NAME OF HEALTH CENTER

**Memorandum of Agreement**

FOR

Emergency Services

Inpatient Hospital Services

Laboratory Services

Radiology Services

On this day \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, NAME OF HEALTH CENTER (INITIALS OF HEALTH CENTER) and NAME OF REFERRING ORGANIZATION/INDIVIDUAL (INITIALS OF REFERRING ORGANIZATION) recognize their respective scopes of service and thus establish this Memorandum of Agreement to provide continuity of care to patients of INITIALS OF HEALTH CENTER who may need to access services offered by INITIALS OF REFERRING ORGANIZATION.

Whereas:

1. INITIALS OF HEALTH CENTER is a Federally Qualified Community Health Center with offices in\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with designated hours of service of \_\_\_\_\_\_\_; and
2. INITIALS OF HEALTH CENTER is a safety net provider of comprehensive primary and preventative medical services, behavioral health and dental care; and
3. The INITIALS OF HEALTH CENTER medical team provides stabilizing care for patients or community members who present with acute, urgent, or emergent health needs; and
4. INITIALS OF HEALTH CENTER’s professional provider staff maintain at least courtesy privileges at INITIALS OF REFERRING ORGANIZATION, and use their professional specialty services to provide a continuum of care for INITIALS OF HEALTH CENTER patients and the communities INITIALS OF HEALTH CENTER serves;: and
5. INITIALS OF HEALTH CENTER has a Comprehensive Quality Improvement Program with established standards of care for INITIALS OF HEALTH CENTER patients and the communities INITIALS OF HEALTH CENTER serves; and
6. INITIALS OF HEALTH CENTER fully participates in CMS Medicare and Medicaid programs, private insurance, and provides sliding fee benefits based on patients’ financial need to ensure access to primary care; and
7. INITIALS OF HEALTH CENTER seeks Hospitalist Services and other hospital services to treat INITIALS OF HEALTH CENTER patients who are admitted to INITIALS OF REFERRING ORGANIZATION; and

Whereas:

1. INITIALS OF REFERRING ORGANIZATION is a licensed critical access hospital located in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Death Valley, with twenty-four hour accessibility; and
2. INITIALS OF REFERRING ORGANIZATION is a community hospital with a fully staffed emergency department, staff hospitalists, and a rural health clinic(s) that provides primary care and specialty services including Obstetrics, Imaging Services, Laboratory, Orthopedics and Surgery services; and
3. INITIALS OF REFERRING ORGANIZATION fully participates in CMS Medicare and Medicaid programs, private insurance, and provides free and discounted care and services based on medical necessity and patients’ financial need in accordance with Federal Poverty Rates published yearly.

In order to provide a continuum of care for the patients served by INITIALS OF HEALTH CENTER, INITIALS OF REFERRING ORGANIZATION agrees to accept medically necessary referrals of patients from INITIALS OF HEALTH CENTER and to provide such patients medically necessary services, regardless of ability to pay. These services include Emergency Department, Inpatient Management, adjunctive laboratory, and Radiology.

1. INITIALS OF HEALTH CENTER agrees that its providers or designees will provide a INITIALS OF REFERRING ORGANIZATION provider staff for any INITIALS OF HEALTH CENTER patient referred to INITIALS OF REFERRING ORGANIZATION for services complete referral information, including current problem list, current medication list, relevant labs, radiological reports and progress notes reflecting health problem identified (reason for referral);
2. Where possible, INITIALS OF HEALTH CENTER will provide INITIALS OF REFERRING ORGANIZATION patient contact and billing information;
3. INITIALS OF REFERRING ORGANIZATION and its providers agrees to accept and manage patients referred from INITIALS OF HEALTH CENTER;
4. INITIALS OF REFERRING ORGANIZATION agrees to discharge the patient back to the care of INITIALS OF HEALTH CENTER at or promptly following the time of discharge relevant documentation from INITIALS OF REFERRING ORGANIZATION’s Emergency Department, inpatient practice, including recent labs, x-rays, and discharge summary.
5. INITIALS OF HEALTH CENTER shall be responsible for documenting in its own patient records any referrals from INITIALS OF HEALTH CENTER, in accordance with applicable law;
6. Each party shall be responsible for billing patients and third-party payors for any services provided by the party;
7. INITIALS OF REFERRING ORGANIZATION agrees to accept medically necessary referrals from INITIALS OF HEALTH CENTER, regardless of a patient’s ability to pay, and agrees to provide free and discounted medically necessary care and services to eligible patients referred to INITIALS OF REFERRING ORGANIZATION by INITIALS OF HEALTH CENTER, with a sliding fee schedule based on Federal Poverty Guidelines (FPG). Patients at or below 200% of the FPG will receive a sliding fee discount. Full discount is allowed for individuals and families with annual incomes at or below 100% of the FPG, or allowance for a nominal charge.
8. INITIALS OF REFERRING ORGANIZATION may decline a referral from INITIALS OF HEALTH CENTER if the referral is for services that are not available at INITIALS OF REFERRING ORGANIZATION, or if INITIALS OF REFERRING ORGANIZATION lacks the equipment, qualified personnel, staffing or resources to provide the requested services, or is on divisionary status in the case of Emergency Department Services, or for other just cause.

Performance Monitoring:

The parties agree to periodically assess the effectiveness of referral services offered and the transition of care model under this arrangement to identify and act upon opportunities to improve services related to access, quality, and cost.

Agreement Renewal/Termination Clause:

This Memorandum of Agreement will renew biannually with signatures of responsible parties obtained upon renewal dates. Either party may terminate this agreement upon providing the other party 90 days’ advance written notice, provided, however, that either party may terminate this agreement immediately upon notice to the other party if the terminating party has reasonable cause to believe that the services provided by the other party are inadequate, pose a health or safety risk to patients, to the terminating party or the terminating party’s personnel, or for other just cause.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                       \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CEO, NAME OF HEALTH CENTER              CEO, NAME OF REFERRING ORGANIZATION/INDIVIDUAL

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Renewal Date: